

**Please carefully read these Terms and Conditions.**

**These Terms and Conditions contain terms, provisions, covenants, conditions, restrictions, disclaimers and limitations of liability to which you are subject when you purchase or receive a ticket to, or are admitted to or enter or use, our Playground or the Whoa! Wet or Whoa! Run Inflatable Attractions.**

**DO NOT USE OUR INFLATABLE ATTRACTIONS IF YOU OR YOUR CHILD:-**

- are pregnant;
- suffer from heart conditions;
- suffer from neck or back problems;
- suffer from other health problems that may make you more vulnerable to injury.

You are responsible to know your health and physical condition and limitations and the health and physical condition and limitations of any minor under your care or supervision. If you ride or use, or you permit any minors under your care or supervision to ride or use, any amusement attraction/ride, you or they do so at your or their own risk.

**SAFETY IS A SHARED RESPONSIBILITY. WHOA! STUDIOS WILL:-**

- ensure staff are trained in the safe operation of our Playground and Inflatable Attractions;
- ensure the Playground and Inflatable Attractions are properly maintained;
- operate the Playground and the Inflatable Attractions within the manufacturers operating guidelines;
- perform regular checks on the Playground and the Inflatable Attractions as recommended by the manufacturers;
- evacuate and close the Playground and/or the Inflatable Attractions as quickly as possible when weather conditions are approaching manufacturers recommended limits.
- ensure key operating staff are trained in first aid.

**SAFETY IS A SHARED RESPONSIBILITY. PATRONS MUST:-**

- exercise good judgment;
- act in a responsible manner;
- listen to any instructions from Whoa! Studios or The Grounds staff.
- act as an ordinary person who is or should be aware of all risks of which the patron has been warned;
- refrain from participating in or on the Inflatable Attractions when under the influence of drugs or alcohol;
- properly use any and all equipment and obey and abide by all written, posted and stated warnings, directions and instructions.
- Behave in a family-friendly manner.

**In addition to the above mentioned patron responsibilities, PARENTS AND GUARDIANS MUST:**

- Take responsibility for the minors in your care or responsibility at all times and maintain all minors within their own safety limits.
- Ensure any age, height, or weight restrictions are adhered to by the minors in your care or responsibility.

## **FURTHER TERMS AND CONDITIONS:**

1. Inflatable admission requires a valid admission ticket. All sales of admissions, including for special or private events, are final. There are no refunds, credits or exchanges.
2. Inflatable attractions are subject to changing weather conditions, access may be denied if weather conditions present a perceived safety risk.
3. We are not responsible for and we do not assume any liability for any loss or theft of or damage to any property or belongings of any guest.
4. Any programs, specials, events or admission terms being offered or running, or announced to be offered or to be run at a future time, may be modified, suspended or cancelled at any time with or without notice.
5. At peak times (e.g., during holidays, weekends, school breaks, summer, and times that overlap with large or a number of parties or special or private events) as well as during other times the number of guests in the park can approach or reach maximum capacity. The park generally operates on a first-come, first-serve basis. At no time do We guarantee that every guest will have available access or any other item or facility. We do not promise or guarantee entry on a specific date and we do not accept reservations, except as otherwise provided for parties for which the necessary reservation is made, booked, accepted and paid for in advance, and special or private events that are scheduled and advertised as an event for which reservations can be made, provided that the necessary reservation is made, booked, accepted and paid for in advance.
6. We may from time to time, without prior notice and without refund, credit or exchange: change the operating days and hours of the inflatables or certain attractions, rotate or limit access to certain attractions, or temporarily close attractions or any part of it, or restrict the number of persons having access to the park or any part of it, or suspend or cancel any attraction, party or event, in each case, for any reason or purpose including: for maintenance, repair, replacement, improvement or upgrade of attractions or of other facilities, machinery or equipment; for special or private events; capacity limits or restrictions; severe or inclement weather or wind; lightning; loss of power, electricity or other necessary utilities or services; in response to police or other governmental order or action; any other circumstance, occurrence or event that we in our discretion determine requires such response(s) or action(s) so as to ensure safety, security or order or for any other reasonable purpose.
7. We may deny admission, or require a guest to leave, without refund, credit or exchange, for failure to comply with the instructions of our staff, any rules and regulations, for unsafe, illegal or offensive behaviour, to ensure safety, security or order, or if in our discretion we deem it reasonable or necessary for the safe, secure, clean or family-friendly operation of the park and overall enjoyment of the park by its guests.
8. References herein or incorporated herein to "we" or "our" mean and refer to all park owners, operators and lessees and their respective owners, affiliates, management, managers, officers, employees and agents.
9. Our Terms and Conditions are subject to revision at any time, from time to time, with or without notice other than posting the revised Terms and Conditions on this Website. Each time you purchase a ticket or membership to, or enter or use, the park, you thereby acknowledge and agree that you have read, understood, accepted and agreed to be bound by these Terms and Conditions as then in effect.

## **ACCEPTANCE:**

**I have read, understood and accept, and am to be bound by, the following statements:**

- I accept that there are inherent and other risks associated with the use of or participation in or on any amusement attraction.
- I acknowledge, understand and agree that there are risks associated with the use of the Whoa! Studios inflatable and playground attractions.
- I am aware of the nature of the attractions offered by Whoa! Studios.
- I have disclosed and health risk that may affect my personal safety or the safety of all minors in my care.
- I acknowledge, understand and agree that bodily or physical injury or harm, sometimes serious, or even death, may be caused by or arise or result from or be attributable to the use of or participation in or on any attraction or device or other recreational facilities located at Whoa! Studios.
- I voluntarily accept and voluntarily assume the risk of bodily or physical injury or harm or death that may be caused by or arise or result from or be attributable to the use of or participation in or on any attraction or device or other recreational facilities located at Whoa! Studios.
- I voluntarily accept and voluntarily assume the risk of bodily or physical injury or harm or death that may be caused to an minor under my care that may arise or result from or be attributable to the use of or participation in or on any attraction or device or other recreational facilities located at Whoa! Studios by the minor in my care.
- Save for the cause of gross and intentional neglect, I agree not to bring any litigation or other legal action against Whoa Studios, its owners, operators and lessees, all owners / lessors or manufacturers / designers / distributors of real or personal property including attractions used in the operation of the park, and all of their respective owners, affiliates, management, managers, officers, employees, agents, contractors or representatives, if I am hurt or otherwise suffer any bodily or physical injury or harm, or death while or from using any amusement attraction, inflatable or device or other recreational facilities at the park by reason of any bodily or physical injury or harm or death, including any that may be caused by or arise or result from or be attributable to any person's negligence.
- I waive any and all rights to trial or in any litigation or other legal action arising under this agreement or contract, these Terms and Conditions or from my use of any amusement attraction, inflatables or device or other recreational facilities located at the park.
- I accept that if I violate of any rule/regulation is cause for ejection without refund, credit or exchange.
- I agree to abide by any age, height or weight restrictions for myself and any minors in my care or responsibility.
- I agree that if I do not follow written, posted and stated warnings, directions and instructions I may be asked to leave the park and may lose any right to future entry.

**Each time you purchase a ticket, or are admitted to enter or use, the Playground and Inflatable Attractions, you thereby acknowledge and agree that you have read, understood, accepted and agreed to be bound by these Terms and Conditions.**